

EXHIBIT 12

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

WAYMO LLC

Plaintiff,

vs.

UBER TECHNOLOGIES, INC.;
OTTOMOTTO, LLC; OTTO TRUCKING
LLC

Defendants.

Case No. 3:17-cv-00939-WHA

**PLAINTIFF WAYMO LLC'S THIRD SET
OF COMMON INTERROGATORIES TO
DEFENDANTS**

Honorable William H. Alsup

PLAINTIFF'S THIRD SET OF COMMON INTERROGATORIES TO DEFENDANTS

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Plaintiff Waymo LLC ("Waymo") requests that Defendant Uber Technologies, Inc. ("Uber"), Ottomotto, LLC ("Otto"), and Otto Trucking LLC ("Otto Trucking") (collectively "Defendants") answer under oath the following interrogatories within thirty (30) calendar days of service. Defendants are subject to a duty to timely supplement all responses to these interrogatories in accordance with Rule 26(e) of the Federal Rules of Civil Procedure.

DEFINITIONS

1
2 1. “WAYMO” means Waymo LLC and its officers, directors, current and former
3 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf of
4 any of the foregoing, and WAYMO’s affiliates, parents, divisions, joint ventures, licensees,
5 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
6 foreign or domestic, that are owned or controlled by WAYMO, and all predecessors and
7 successors in interest to such entities, and any entity owned in whole or in part by, affiliated with,
8 or controlled in whole or in part by WAYMO.

9 2. “GOOGLE” means Google Inc. and its officers, directors, current and former
10 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf of
11 any of the foregoing, and GOOGLE’s affiliates, parents, divisions, joint ventures, licensees,
12 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
13 foreign or domestic, that are owned or controlled by GOOGLE, and all predecessors and
14 successors in interest to such entities, and any entity owned in whole or in part by, affiliated with,
15 or controlled in whole or in part by GOOGLE.

16 3. “UBER” means Uber Technologies, Inc. and its officers, directors, current and
17 former employees, counsel, agents, consultants, representatives, and any other persons acting on
18 behalf of any of the foregoing, and UBER’s affiliates, parents, divisions, joint ventures, licensees,
19 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
20 foreign or domestic, that are owned or controlled by UBER, and all predecessors and successors in
21 interest to such entities, and any entity owned in whole or in part by, affiliated with, or controlled
22 in whole or in part by UBER.

23 4. “OTTOMOTTO” means Ottomotto, LLC and its officers, directors, current and
24 former employees, counsel, agents, consultants, representatives, and any other persons acting on
25 behalf of any of the foregoing, and OTTOMOTTO’s affiliates, parents, divisions, joint ventures,
26 licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities,
27 whether foreign or domestic, that are owned or controlled by OTTOMOTTO, and all predecessors
28 and successors in interest to such entities, and any entity owned in whole or in part by, affiliated

1 with, or controlled in whole or in part by OTTOMOTTO. For the avoidance of doubt,
2 OTTOMOTTO includes all former names under which OTTOMOTTO operated, including
3 without limitation 280 Systems, Inc., 280 Systems, LLC, and Ottomotto, Inc.

4 5. “OTTO TRUCKING” means Otto Trucking LLC and its officers, directors,
5 current and former employees, counsel, agents, consultants, representatives, and any other persons
6 acting on behalf of any of the foregoing, and OTTO TRUCKING’s affiliates, parents, divisions,
7 joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any
8 other legal entities, whether foreign or domestic, that are owned or controlled by OTTO
9 TRUCKING, and all predecessors and successors in interest to such entities, and any entity owned
10 in whole or in part by, affiliated with, or controlled in whole or in part by OTTO TRUCKING.

11 6. “DEFENDANTS” means UBER, OTTOMOTTO, and OTTO TRUCKING.

12 7. “YOU” or “YOUR” means UBER, OTTOMOTTO, or OTTO TRUCKING.

13 8. “ODIN WAVE” means Odin Wave, LLC and its officers, directors, current and
14 former employees, counsel, agents, consultants, representatives, and any other persons acting on
15 behalf of any of the foregoing, and ODIN WAVE’s affiliates, parents, divisions, joint ventures,
16 licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities,
17 whether foreign or domestic, that are owned or controlled by ODIN WAVE, and all predecessors
18 and successors in interest, and any entity owned in whole or in part by, affiliated with, or
19 controlled in whole or in part by ODIN WAVE.

20 9. “TYTO” means Tyto Lidar LLC, and its officers, directors, current and former
21 employees, counsel, agents, consultants, representatives, and any other persons acting on behalf of
22 any of the foregoing, and TYTO’s affiliates, parents, divisions, joint ventures, licensees,
23 franchisees, assigns, predecessors and successors in interest, and any other legal entities, whether
24 foreign or domestic, that are owned or controlled by TYTO, and all predecessors and successors in
25 interest, and any entity owned in whole or in part by, affiliated with, or controlled in whole or in
26 part by TYTO.

27 10. “LEVANDOWSKI” means Anthony Levandowski.

28 11. “THIS CASE” means *Waymo LLC v. Uber Technologies, Inc., Ottomotto, LLC,*

1 12. *and Otto Trucking LLC*, No. 3:17-cv-00939-JCS, filed in the Northern District of
2 California.

3 13. “GORILLA CIRCUITS” means Gorilla Circuits, and its officers, directors, current
4 and former employees, counsel, agents, consultants, representatives, and any other persons acting
5 on behalf of any of the foregoing, and GORILLA CIRCUITS’ affiliates, parents, divisions, joint
6 ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any other
7 legal entities, whether foreign or domestic, that are owned or controlled by GORILLA
8 CIRCUITS, and all predecessors and successors in interest, and any entity owned in whole or in
9 part by, affiliated with, or controlled in whole or in part by GORILLA CIRCUITS.

10 14. “POUCH HOLDINGS” means Pouch Holdings LLC, and its officers, directors,
11 current and former employees, counsel, agents, consultants, representatives, and any other persons
12 acting on behalf of any of the foregoing, and POUCH HOLDING’s affiliates, parents, divisions,
13 joint ventures, licensees, franchisees, assigns, predecessors and successors in interest, and any
14 other legal entities, whether foreign or domestic, that are owned or controlled by POUCH
15 HOLDINGS, and all predecessors and successors in interest, and any entity owned in whole or in
16 part by, affiliated with, or controlled in whole or in part by POUCH HOLDINGS.

17 15. “DOGWOOD LEASING” means Dogwood Leasing, LLC, and its officers,
18 directors, current and former employees, counsel, agents, consultants, representatives, and any
19 other persons acting on behalf of any of the foregoing, and DOGWOOD LEASING’s affiliates,
20 parents, divisions, joint ventures, licensees, franchisees, assigns, predecessors and successors in
21 interest, and any other legal entities, whether foreign or domestic, that are owned or controlled by
22 DOGWOOD LEASING, and all predecessors and successors in interest, and any entity owned in
23 whole or in part by, affiliated with, or controlled in whole or in part by DOGWOOD LEASING.

24 16. “APPARATE INTERNATIONAL” means Apparate International C.V., and its
25 officers, directors, current and former employees, counsel, agents, consultants, representatives,
26 and any other persons acting on behalf of any of the foregoing, and APPARATE
27 INTERNATIONAL’s affiliates, parents, divisions, joint ventures, licensees, franchisees, assigns,
28 predecessors and successors in interest, and any other legal entities, whether foreign or domestic,

1 that are owned or controlled by APPARATE INTERNATIONAL, and all predecessors and
2 successors in interest, and any entity owned in whole or in part by, affiliated with, or controlled in
3 whole or in part by APPARATE INTERNATIONAL.

4 17. "STROZ" means Stroz Friedberg, LLC, and its officers, directors, current and
5 former employees, counsel, agents, consultants, representatives, and any other persons acting on
6 behalf of any of the foregoing, and STROZ's affiliates, parents, divisions, joint ventures,
7 licensees, franchisees, assigns, predecessors and successors in interest, and any other legal entities,
8 whether foreign or domestic, that are owned or controlled by STROZ, and all predecessors and
9 successors in interest, and any entity owned in whole or in part by, affiliated with, or controlled in
10 whole or in part by STROZ.

11 18. "KSHIRSAGAR" means Sameer Kshirsagar.

12 19. "RADUTA" means Radu Raduta.

13 20. "MISAPPROPRIATED MATERIALS" refers to all GOOGLE and WAYMO
14 DOCUMENTS and materials, whether digital or physical, and regardless of the manner stored, for
15 which any current or former employee of DEFENDANTS retained possession, without
16 authorization of either GOOGLE or WAYMO, after the employee ended his or her employment
17 with GOOGLE/WAYMO. Without limitation, MISAPPROPRIATED MATERIALS includes at
18 least: (i) each of the more than 14,000 digital files downloaded by LEVANDOWSKI on or about
19 December 11, 2015 from the SVN repository; (ii) each file copied by LEVANDOWSKI from his
20 GOOGLE laptop to an RDF5 USB 3.0 card reader on or about December 14, 2015; (iii) each of
21 the five files that were exported by LEVANDOWSKI from Google Drive to a personal device on
22 or about January 4, 2016; (iv) the file exported by LEVANDOWSKI from Google Drive to a
23 personal device on or about January 11, 2016; (v) the file that was exported by LEVANDOWSKI
24 from Google Drive to a personal device on or about November 19, 2016; (vi) the file that was
25 exported by LEVANDOWSKI from Google Drive to a personal device on or about November 4,
26 2016; each of the five files that were exported by KSHIRSAGAR from Google Drive in or around
27 June and July 2016; (vii) each of the three files that were exported by RADUTA from Google
28 Drive on or around July 28, 2016.

1 21. “LiDAR” means Light Detection and Ranging.

2 22. “OTTOMOTTO MERGER AGREEMENT” is the DOCUMENT produced at
3 UBER00016453 and all DOCUMENTS appurtenant to that agreement including the
4 OTTOMOTTO DISCLOSURE SCHEDULES produced at UBER00016983.

5 23. “OTTO TRUCKING MERGER AGREEMENT” is the DOCUMENT produced at
6 UBER00016757 and all DOCUMENTS appurtenant to that agreement including the OTTO
7 TRUCKING DISCLOSURE SCHEDULES produced at UBER00016974.

8 24. “INDEMNITY CONSTRUCT” is the DOCUMENT produced at UBER00016432.

9 25. ACQUISITION DOCUMENTS are the OTTOMOTTO MERGER AGREEMENT,
10 the OTTO TRUCKING MERGER AGREEMENT, the INDEMNITY CONSTRUCT, and other
11 DOCUMENTS REGARDING UBER’S acquisition of OTTOMOTTO and OTTO TRUCKING.

12 26. “DUE DILIGENCE REPORT” is the due diligence report prepared by STROZ in
13 connection with UBER’s acquisition of OTTOMOTTO, and all DOCUMENTS or exhibits
14 attached thereto.

15 27. “DILIGENCED EMPLOYEE” are the employees who are identified as
16 “Diligenced Employees” in the ACQUISITION DOCUMENTS.

17 28. “FORMER GOOGLE/WAYMO EMPLOYEE” refers to any current or former
18 employee of UBER or OTTOMOTTO that previously worked at GOOGLE or WAYMO.

19 29. “MISAPPROPRIATED” refers to the definition of misappropriation as defined in
20 18 U.S.C. § 1839 and Cal. Civ. Code Section 3426.1(b), inclusive of both.

21 30. “DOCUMENTS” shall INCLUDE, without limitation, all written, graphic or
22 otherwise recorded material, INCLUDING without limitation, electronically stored information
23 regardless of the form of storage medium, microfilms or other film records or impressions, tape
24 recordings or computer cards, floppy disks or printouts, any and all papers, photographs, films,
25 recordings, memoranda, books, records, accounts, communications, letters, telegrams,
26 correspondence, notes of meetings, notes of conversations, notes of telephone calls, inter-office
27 memoranda or written communications of any nature, recordings of conversations either in
28 writings or upon any mechanical or electrical recording devices, INCLUDING e-mail, notes,

1 papers, reports, analyses, invoices, canceled checks or check stubs, receipts, minutes of meetings,
2 time sheets, diaries, desk calendars, ledgers, schedules, licenses, financial statements, telephone
3 bills, logs, and any differing versions of any of the foregoing, whether so denominated, formal,
4 informal or otherwise, as well as copies of the foregoing which differ in any way, INCLUDING
5 by the addition of handwritten notations or other written or printed matter of any nature, from the
6 original. The foregoing specifically INCLUDES information stored in a computer database and
7 capable of being generated in documentary form, such as electronic mail, text messages (i.e., SMS
8 messages), other electronic messages including messages sent or received via Slack, WhatsApp,
9 Google Hangouts, Facebook Messenger, and the like.

10 31. "COMMUNICATIONS" shall mean, without limitation, any transmission,
11 conveyance or exchange of a word, statement, fact, thing, idea, DOCUMENT, instruction,
12 information, demand or question by any medium, whether by written, oral or other means,
13 including but not limited to, electronic communications and electronic mail ("e-mail").

14 32. "THING" means any tangible object, other than a DOCUMENT.

15 33. "PERSON" means to any individual, corporation, proprietorship, association, joint
16 venture, company, partnership or other business or legal entity, including governmental bodies and
17 agencies. The masculine includes the feminine and vice versa; the singular includes the plural and
18 vice versa.

19 34. "REGARDING," shall mean relating to, referring to, mentioning, reflecting,
20 pertaining to, evidencing, involving, describing, discussing, commenting on, embodying,
21 responding to, supporting, contradicting, or constituting (in whole or in part), as the context makes
22 appropriate.

23 35. "INCLUDE" and "INCLUDING" shall mean including without limitation.

24 36. Use of the singular also INCLUDES the plural and vice-versa.

25 37. The words "or" and "and" shall be read in the conjunctive and in the disjunctive
26 wherever they appear, and neither of these words shall be interpreted to limit the scope of these
27 Requests for Production.

28

1 is made, identify such document with sufficient particularity for purposes of a motion to compel,
2 such identification to include at least the following:

- 3 a. the basis on which the privilege is claimed;
- 4 b. the names and positions of the author of the document and all other persons
- 5 participating in the preparation of the document;
- 6 c. the name and position of each individual or other person to whom the document, or
- 7 a copy thereof, was sent or otherwise disclosed;
- 8 d. the date of the document;
- 9 e. a description of any accompanying material transmitted with or attached to such
- 10 document;
- 11 f. the number of pages in such document;
- 12 g. the particular Interrogatory to which such document is responsive; and
- 13 h. whether any business or non-legal matter is contained or discussed in such
- 14 document.

15 40. DEFENDANTS' obligation to respond to these interrogatories is continuing and its
16 responses are to be supplemented to include subsequently acquired information in accordance with
17 the requirements of Rule 26(e) of the Federal Rules of Civil Procedure.

18 **INTERROGATORIES**

19 **COMMON INTERROGATORY NO. 8:**

20 Describe in detail YOUR policies and practices with respect to the retention and/or
21 destruction of DOCUMENTS (including without limitation emails, instant messages,
22 electronically stored information, and hard copies), from 2014 to the present.

23 **COMMON INTERROGATORY NO. 9:**

24 Describe all facts supporting YOUR contentions regarding LEVANDOWSKI's reasons for
25 downloading and/or retaining the MISAPPROPRIATED MATERIALS and all facts supporting
26 those contentions.

1 DATED: July 14, 2017

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

4 By: /s/ Charles K. Verhoeven

Charles K. Verhoeven

Attorneys for Plaintiff WAYMO LLC.

PROOF OF SERVICE

I, Lindsay Cooper, am employed in the County of San Francisco, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 50 California, 22nd Floor, San Francisco, CA 94111.

On July 14, 2017, I served true copies of the following document(s) described as PLAINTIFF WAYMO LLC'S THIRD SET INTERROGATORIES TO DEFENDANTS on the interested parties in this action as follows:

Recipient	Email Address:
Arturo J. Gonzalez Daniel Pierre Muino Edward Takashima Eric Akira Tate Esther Kim Chang Matthew Ian Kreeger Michael A. Jacobs MORRISON & FOERSTER LLP 425 Market Street San Francisco, CA 94105 Michelle Ching Youn Yang MORRISON FOERSTER LLP 2000 Pennsylvania Avenue, NW Washington, DC 20006 Rudolph Kim MORRISON & FOERSTER LLP 755 Page Mill Road Palo Alto, CA 94304 Sylvia Rivera Wendy Joy Ray MORRISON & FOERSTER LLP 707 Wilshire Boulevard Suite 6000 Los Angeles, CA 90017	UberWaymoMoFoAttorneys@mofo.com
Michael Darron Jay BOIES SCHILLER & FLEXNER LLP 401 Wilshire Boulevard, Suite 850 Santa Monica, CA 90401 Meredith Richardson Dearborn BOIES SCHILLER FLEXNER LLP 435 Tasso Street Suite 205	BSF_EXTERNAL_UberWaymoLit@bsfllp.com

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1 2 3 4 5 6	Palo Alto, CA 94301 Hamish Hume Jessica E Phillips Karen Leah Dunn Kyle N. Smith Martha Lea Goodman Michael A. Brille BOIES SCHILLER FLEXNER LLP 1401 New York Ave., NW Washington, DC 20005	
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	I. Neel Chatterjee James Lin GOODWIN PROCTER LLP 135 Commonwealth Drive Menlo Park, CA 94025 Tel.: +1 650 752 3100 Fax: +1 650 853 1038 Hong-An Vu GOODWIN PROCTER LLP 601 S. Figueroa St 41st Floor Los Angeles, CA 90017 213.426.2500 Fax: 213.623.1673 Brett M. Schuman Hayes Phillips Hyde Shane Brun Rachel M. Walsh GOODWIN PROCTER LLP Three Embarcadero Center San Francisco, California 94111 Tel.: +1 415 733 6000 Fax.: +1 415 677 9041	DG-GPOttoTruckingWaymo@goodwinlaw.com
22 23 24 25 26 27	John L. Cooper FARELLA BRAUN + MARTEL LLP 235 Montgomery Street 17th Floor San Francisco, California 94104 415.954.4410 415.954.4480	JCooper@fbm.com

Executed on July 14, 2017, at San Francisco, California.

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Case No. 3:17-cv-00939-WHA

PROOF OF SERVICE